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Attorney for Plaintiff Clear View Enterprises, LLC

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

Clear View Enterprises, a California
Limited Liability Company,

Plaintiffs,

vs.

Elizabeth Raquel Beauvil aka Beauvil
Raquel Beauvil; Global Empire
Holdings, a Florida Limited Liability
Company; Lawrence B. Albano;
Chelsea Jones; Does 1-10, inclusive.

Defendants.

) Case No.:
)
) COMPLAINT FOR:
)
) (1) Fraud-Intentional Misrepresentation
) (2) Fraud-Concealment
) (3) Negligent Misrepresentation
) (4) Breach of Contract
) (5) Intentional Interference with Contract
) (6) Breach of the Implied Covenant of
) Good Faith and Fair Dealing
) (7) Money Had & Received
) (8) Alter Ego
) (9) Conspiracy to Commit Fraud
) (10) Conspiracy to Commit Negligent
) Misrepresentation
) (11) Racketeer Influenced and Corrupt
) Organization Act (RICO) – 18 U.S.C.
) § 1962(a) – Acquiring an Interest in
) an Enterprise by Use of Income
) (12) Racketeer Influenced and Corrupt
) Organization Act (RICO) – 18 U.S.C.
) § 1962(b) – Acquiring or Maintaining
) an Interest in or Control of an
) Enterprise

) (13) Racketeer Influenced and Corrupt
) Organization Act (RICO) – 18 U.S.C.
) § 1962(c) – Conduct the Affairs of the
) Enterprise
) (14) Racketeer Influenced and Corrupt
) Organization Act (RICO) – 18 U.S.C.
) § 1962(d) – Conspiracy to Conduct the
) Affairs of the Enterprise
) (15) Violation of Pen. Code § 496(c)
)
) **DEMAND FOR JURY TRIAL**
)

Plaintiff Clear View Enterprises, a California Limited Liability Company
hereinafter “Plaintiff”) alleges:

JURISDICTION AND VENUE

1. This court has jurisdiction pursuant to 28 U.S.C. §1332(a)(1) because the matter
in controversy exceeds the sum or value of \$ 75,000, exclusive of interest and costs; and
the matter in controversy is between Plaintiff, which is a citizen of the State of
California, Elizabeth Raquel Beauvil a citizen of the State of New York; Global Empire
Holdings, LLC, a citizen of the State of Florida; Lawrence B. Albano is a citizen of the
State of Florida; Chelsea Jones, a citizen of the State of New York.

2. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) because the property that is the
subject of the action is situated in the judicial district.

PARTIES

3. Plaintiff is a California Limited Liability Company, in good standing, with
principal offices in the County of Sacramento, State of California. All events which form
the basis of this complaint occurred within the County of Sacramento, State of
California.

4. Defendant Elizabeth Raquel Beauvil aka Beauvil Raquel Beauvil (“Beauvil”), is a
citizen and resident of New York City, State of New York.

5. Defendant Global Empire Holdings, LLC (“Global”) is a Florida Limited Liability

1 Company, in good standing with principal offices in Spring Hill, State of Florida.

2 6. Defendant Lawrence B. Albano (“Albano”) is a citizen of Florida and resides in
3 Spring Hill, State of Florida.

4 7. Chelsea Jones (“Jones”) is a citizen of the State of New York and resides in the
5 City of New York, State of New York.

6 **FACTS**

7 8. Plaintiff’s business is the marketing and qualification of case referrals to lawyers
8 and law firms. When there are insufficient leads being generated to meet clients’ needs,
9 Plaintiff will at times, purchase leads from third party lead generation vendors and then
10 qualify them for clients.

11 9. Plaintiff started working with Albano and his company Global in April 2021.
12 Plaintiff had reached out to a company called Open Jar to inquire about available mass
13 tort leads. Plaintiff left a voicemail. Later that day, Plaintiff received a call from Albano
14 who stated he represented Open Jar selling leads. Albano further represented that he
15 produces leads of his own through his own mass tort sites. Albano asked Plaintiff not to
16 inform Open Jar about their discussion. Plaintiff assumed Albano was moonlighting and
17 providing Plaintiff with services directly and not in conflict with Open Jar. To this day,
18 Plaintiff never discovered whether Albano had any connection with Open Jar.

19 10. Plaintiff’s business relationship with Albano and Global started slow with a small
20 order for 20 leads. Plaintiff subsequently sent an order of 35 Paraquat leads. Another
21 order of 30 leads followed, along with an order for 25 leads for another client. Plaintiff
22 had well funded clients looking for high volume of Paraquat leads, so as soon as it was
23 clear that Global and Albano were producing what appeared to be good quality Paraquat
24 leads, the order size grew very quickly. When the Paraquat orders increased Plaintiff
25 ordered 100 at a time, Plaintiff dropped all other lead orders with Albano and Global and
26 focused exclusively on Paraquat leads.

27 11. Orders were flowing 100 at a time; wires were going to Albano and Global at
28 \$150,000 to \$300,000 at a time.

12. Around September 2021, Plaintiff started to audit the phone numbers because a small buyer complained they could not reach the leads through the contact information provided. Plaintiff ran the phone numbers through Intelius and other services and found a large percentage of the phone numbers were disconnected. Plaintiff raised this problem with Global and Albano and asked for replacements for the bad leads. Albano and Global never provided valid phone numbers. Instead, Albano and Global just replaced, *en masse*, a set of invalid phone number leads with new invalid ones. If the leads were valid Albano and Global would have replaced invalid leads with valid leads or simply corrected them. If they had actually spoken to the leads, they would have looked for the phone numbers and just corrected them. Albano and Global represented that the phone numbers provided to Plaintiff were scrambled by Global's intake software.

13. Plaintiff told Global and Albano, Plaintiff would not accept any more leads until Global and Albano started providing recordings of the phone calls along with the documents to prove they talked to actual clients. This demand stopped all operations for 4-6 weeks. Albano and Global agreed to comply, but said they had to do a full Five-9 installation along with a new intake software installation in their call center. This was the explanation for the 4-6 week delay.

14. After about 6 weeks, Global and Albano delivered leads again on orders that remained open and were not yet filled. The first batch supplied came with 14 audio recordings as requested. As the number of deliveries increased, there were no recordings and Albano and Global represented they would send the recordings over the weekend. Albano and Global represented they were short-staffed and had to pull the recordings.

15. Plaintiff received 50-100 leads without recordings. After four weeks passed, it became clear there were no recordings.

16. Plaintiff audited one of the names provided by Albano and Global and discovered that the date of birth didn't match, and the phone number didn't match. This pattern was a constant on all the leads.

17. Plaintiff listened to all 14 of the phone call recordings provided by Albano and

1 Global in the initial delivery and found the same female voice acted as the call center
2 agent while using different names on each recording. The female voice is believed to be
3 Jones' voice. A different male voice acted as the claimant but was the same person
4 throughout. Plaintiff realized the leads sent by Global and Albano were fraudulent.

5 18. Albano and Global contrived a very complex plan to defraud the Plaintiff by
6 forging digitally signed documents with a correct IP address, correct email address and a
7 signing certificate from someone they never spoke to or worked with.

8 19. Plaintiff informed Albano and Global that Plaintiff would not take any leads that
9 did not have corresponding recordings. Unless Global and Albano provided recordings
10 to prove otherwise, Plaintiff believed all leads provided to be fraudulent and Plaintiff
11 demanded refunds or replacements.

12 20. Plaintiff had several phone calls with Albano. At one point, Albano brought on a
13 call Jones, who was referred to by Albano as "second in command," who refused to
14 disclose her location and stated that Plaintiff would meet with the Team Leader on
15 Monday. The Team Leader was Beauvil who had worked with a previous subcontractor
16 who informed Plaintiff they had also been defrauded by Beauvil. Jones worked with
17 Beauvil.

18 21. Plaintiff informed Global, Albano and Jones that it knew Beauvil was a fraud and
19 asked for refunds. Albano brought Beauvil into the conversation and communication
20 circle.

21 22. After further demands by Plaintiff, Albano sent wire details that he said showed
22 all the money he kept and all the money he sent to Beauvil. Beauvil appeared to have the
23 bulk of the money sent by Plaintiff. Albano had \$500,000 of the roughly 1.5 million
24 Plaintiff sent. Albano offered to refund \$400,000. Later, Albano refunded another
25 \$99,600 or a total of \$499,600.

26 23. Beauvil refused to refund any money. Plaintiff paid \$20,000 for an independent
27 audit of the leads sent by Albano and Global. The audit was completed by the law firm
28 customers of Legal Calls and they found that all leads sent by Global and Albano were

1 fraudulent. During the period of time April 2021 through January 2022, Plaintiff paid
2 approximately \$1,500,000.00 to Beauvil, Jones, Global and Albano for the purchase of
3 leads. Jones at the time was working directly with the Albano and Global.

4 24. Plaintiff discovered during the period of April 2021 to January 2022, that all of
5 the leads provided to Plaintiff by the Albano Group were fraudulent and could not be
6 referred and marketed to Plaintiff's clients.

7 **FIRST CLAIM**

8 **(Fraud – Intentional Misrepresentation Against Albano and Global)**

9 25. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 24 as
10 though fully set forth herein.

11 26. Albano and Global made knowingly false representations to Plaintiff about the
12 quality of the leads. Based on the fact that 100% of the leads were bad and defective,
13 Albano and Global knew that all of the leads were defective and had bad phone
14 numbers, bad emails and generally bad contact information.

15 27. Global and Albano made such knowingly false representations with the intent to
16 deceive or induce reliance by Plaintiff so that Plaintiff would purchase the leads. Such
17 intent is demonstrated by the fact that after Plaintiff informed Global and Albano about
18 the problems with the leads, Global and Albano orchestrated a scheme regarding
19 recordings that were also false with the intention of further inducing Plaintiff to continue
20 to purchase more leads. As further evidence of Global and Albano's intent is the fact that
21 they were not able to refund the total amount of money paid to them and were not able to
22 provide replacement leads that were legitimate.

23 28. Plaintiff justifiably relied on the false representations as Albano and Global
24 appeared to be legitimate lead generators.

25 29. As a result of Albano and Global's false representations, Plaintiff has been
26 damaged in the amount of \$1,000,000 in addition to loss of business and loss of profit to
27 be determined at trial.

28 30. Albano and Global's conduct described herein was done with a conscious

disregard of Plaintiff's rights and with the intent to vex, injure or annoy Plaintiff such as to constitute oppression, fraud or malice under California *Civil Code* §3294, entitling Plaintiff to punitive damages which should be an amount appropriate to punish or set an example of Albano and Global.

SECOND CLAIM

(Fraud – Concealment Against Albano and Global)

31. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 30 as though fully set forth herein.

32. Albano and Global made representations about the quality and efficacy of the leads they were selling to Plaintiff and did not disclose facts such as complete defectiveness of the phone numbers, emails and contact information for each lead which materially qualifies the representations of the quality and efficacy of such leads.

33. The facts about the defective quality of each lead was known or accessible only to Albano and Global and defendants knew that the facts of the defective nature of each lead was not known or reasonably discoverable by the Plaintiff until Plaintiff paid for the lead.

34. Albano and Global actively concealed discovery from the Plaintiff by devising a further scheme to manufacture false recordings for the Plaintiff to attempt to disguise the fraudulent and defective nature of the leads. The recordings presented by Albano and Global were false and completely orchestrated by Albano and Global with actors or other people pretending to be the clients.

35. As a result of Albano and Global's concealment, Plaintiff has been damaged in the amount of \$1,000,000 in addition to loss of business and loss of profit to be determined at trial.

36. Albano and Global's conduct described herein was done with a conscious disregard of Plaintiff's rights and with the intent to vex, injure or annoy Plaintiff such as to constitute oppression, fraud or malice under California *Civil Code* §3294, entitling Plaintiff to punitive damages which should be an amount appropriate to punish or set an

1 example of Albano and Global.

2 **THIRD CLAIM**

3 **(Negligent Misrepresentation Against Albano and Global)**

4 37. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 36 as
5 though fully set forth herein.

6 38. Albano and Global made representations of fact to Plaintiff that the leads Plaintiff
7 was buying were good and valid leads.

8 39. Global and Albans's representations were not true in that 100% of the leads were
9 bad and defective.

10 40. That Albano and Global may have honestly believed that the representations about
11 the leads were true, Albano and Global had no reasonable grounds for believing the
12 representations about the leads were true when they made them.

13 41. Albano and Global intended that Plaintiff rely on their representations about the
14 quality of the leads.

15 42. Plaintiff reasonably relied on the representations as Albano and Global appeared
16 to be legitimate lead generators.

17 43. As a result of Albano and Global's representations, Plaintiff has been damaged in
18 the amount of \$1,000,000 in addition to loss of business and loss of profit to be
19 determined at trial.

20 44. Plaintiff's reliance on Albano and Global's representations was a substantial
21 factor in causing Plaintiff's harm.

22 **FOURTH CLAIM**

23 **(Breach of Contract Against Albano and Global)**

24 45. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 44 as
25 though fully set forth herein.

26 46. Plaintiff and Albano, and Global had an agreement both verbal and in writing
27 through emails that Albano and Global would sell to Plaintiff valid and good leads that
28

1 Plaintiff was able to sell to attorneys regarding cases that were pre-qualified over the
2 phone by Albano and Global.

3 47. Plaintiff performed the contract by paying for every lead provided by Albano and
4 Global.

5 48. Albano and Global breached the agreement because they failed to give Plaintiff
6 any valid leads.

7 49. As a result of Albano and Global's breach, Plaintiff has been damaged in the
8 amount of \$1,000,000 in addition to loss of business and loss of profit to be determined
9 at trial.

10 **FIFTH CLAIM**

11 **(Intentional Interference with Contract Against Albano, Global, Jones and Beauvil)**

12 50. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 49 as
13 though fully set forth herein.

14 51. Plaintiff had contracts with attorneys to provide valid qualified clients for
15 purposes of retainers.

16 52. Albano, Global, Jones and Beauvil had knowledge of these contracts due to the
17 fact that they were acting as lead generators that supplied Plaintiff with the leads for
18 such clients.

19 53. Albano, Global, Jones and Beauvil's intentional act of supplying invalid and
20 defective leads was designed to induce a breach or disruption of the contractual
21 relationship with the third party attorneys.

22 54. There was an actual breach or disruption of the contractual relationship with some
23 of the third party attorneys.

24 55. Plaintiff was damaged in loss of sales and profits to the third party attorneys in an
25 amount estimated to be \$1,000,000, or according to proof at the time of trial.

26 56. Albano, Global, Jones and Beauvil's conduct described herein was done with a
27 conscious disregard of Plaintiff's rights and with the intent to vex, injure or annoy
28 Plaintiff such as to constitute oppression, fraud or malice under California *Civil Code*

§3294, entitling Plaintiff to punitive damages which should be an amount appropriate to punish or set an example of Albano, Global, Lott, Jones and Beauvil.

SIXTH CLAIM

(Breach of the Implied Covenant of Good Faith and Fair Dealing Against Albano and Global)

57. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 56 as though fully set forth herein.

58. Plaintiff, Albano and Global entered into a contract that Albano and Global would sell to Plaintiff valid and good leads that Plaintiff was able to sell to attorneys regarding cases that were ready for retainers.

59. Plaintiff did all, or substantially all of the significant things that the contract required of it to do.

60. That all conditions required for Albano and Global's performance had occurred.

61. That Albano and Global's conduct of providing invalid and defective leads prevented Plaintiff from receiving the benefits of the contract.

62. That by doing so, Albano and Global did not act fairly and in good faith.

63. Plaintiff was damaged in loss of sales and profits to the third party attorneys in an amount estimated to be \$1,000,000, or according to proof at the time of trial.

64. Albano and Global's conduct described herein was done with a conscious disregard of Plaintiff's rights and with the intent to vex, injure or annoy Plaintiff such as to constitute oppression, fraud or malice under California *Civil Code* §3294, entitling Plaintiff to punitive damages which should be an amount appropriate to punish or set an example of Albano and Global.

SEVENTH CLAIM

(Money Had & Received Against Albano and Global)

65. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 64 as though fully set forth herein.

66. Albano and Global received money that was intended to be used for the benefit of Plaintiff.

67. That the money was not used for the benefit of Plaintiff.

68. That Albano and Global has not given the money to Plaintiff despite demand.

EIGHTH CLAIM

(Alter Ego Against Albano)

69. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 68 as though fully set forth herein.

70. There is such a unity of interest between Albano and Global that the separate personality of the corporation no longer exist.

71. Inequitable results will follow if the corporate separateness is respected because Albano has comingled funds and assets, has failed to segregate funds between Albano and Global; the unauthorized diversion of corporate funds or assets to other than corporate uses; the treatment by Albano as an individual of the assets of the corporation as his own; the failure to obtain authority to issue stock or to subscribe to or issue the same.

NINTH CLAIM

(Conspiracy to Commit Fraud Against Jones and Beauvil)

72. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 71 as though fully set forth herein.

73. Jones and Beauvil entered into an agreement with Albano and Global to form a conspiracy to sell Plaintiff invalid and defective leads.

74. Jones, Beauvil, Albano and Global engaged in the wrongful conduct in furtherance of the conspiracy by selling invalid and defective leads.

75. Plaintiff was damaged in loss of sales and profits in an amount estimated to be \$1,000,000, or according to proof at the time of trial.

76. Jones, Beauvil, Albano and Global's conduct described herein was done with a conscious disregard of Plaintiff's rights and with the intent to vex, injure or annoy

1 Plaintiff such as to constitute oppression, fraud or malice under California *Civil Code*
2 §3294, entitling Plaintiff to punitive damages which should be an amount appropriate to
3 punish or set an example of Jones, Beauvil, Albano and Global.

4 **TENTH CLAIM**

5 **(Conspiracy to Commit Negligent Misrepresentation Against Jones and Beauvil)**

6 77. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 76 as
7 though fully set forth herein.

8 78. Jones and Beauvil entered into an agreement with Albano and Global to form a
9 conspiracy to sell Plaintiff leads that the either know or had no reasonable basis to
10 believe were valid.

11 79. Jones, Beauvil, Albano and Global engaged in the wrongful conduct in
12 furtherance of the conspiracy by selling invalid and defective leads.

13 80. Plaintiff was damaged in loss of sales and profits in an amount estimated to be
14 \$1,000,000, or according to proof at the time of trial.

15 **ELEVENTH CLAIM**

16 **(Money Had & Received Against Beauvil)**

17 81. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 80 as
18 though fully set forth herein.

19 80. Albano and Global received money that was intended to be used for the benefit of
20 Plaintiff.

21 81. That the money was not used for the benefit of Plaintiff.

22 82. That Albano and Global has not given the money to Plaintiff despite demand.

23 **TWELFTH CLAIM**

24 **(Racketeer Influenced and Corrupt Organization Act (RICO) – 18 U.S.C. § 1962(a)**
25 **– Acquiring an Interest in an Enterprise by Use of Income Against Albano, Global,**
26 **Jones and Beauvil)**

27 83. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 82 as
28 though fully set forth herein.

1 84. Plaintiff asserts a claim against Albano, Global, Jones and Beauvil (Defendants)
2 for violating the Racketeer Influenced and Corrupt Organizations Act, commonly known
3 as RICO. Plaintiff specifically claims that Defendants violated 18 U.S.C. § 1962(a) of
4 RICO.

5 85. Defendants derived income, either directly or indirectly, from a pattern of
6 racketeering activity.

7 86. “Racketeering activity” is an act that violates 18 U.S.C. § 1962(a). An act of
8 “racketeering activity” is also called a “predicate act.”

9 87. Defendants committed at least two distinct predicate acts.

10 88. Defendants engaged in multiple acts of wire fraud through emails and through
11 phone conversations to solicit and receive monies from Plaintiff.

12 89. Defendants committed – or aided, abetted, counseled, commanded, induced,
13 or procured the commission of – multiple acts of wire fraud two or more alleged
14 predicate acts that make up the alleged pattern of racketeering activity which, if
15 Defendants directly performed to make up the commission of two or more alleged
16 predicate acts that comprise the alleged pattern of racketeering activity.

17 90. Defendant acted with intent or knowledge, rather than by mistake or accident.

18 91. Some part of that income, or proceeds of that income, was used to acquire or
19 maintain an interest in, or to operate, an enterprise.

20 92. Defendants were an association-in-fact enterprise in that Defendants had worked
21 together in the past to defraud others similarly placed as Plaintiff and acted in conjunction
22 with each other for the purpose associated with the enterprise to commit wire fraud
23 against Plaintiff to receive money through such wire fraud to acquire the property
24 interest in Plaintiff’s money.

25 93. Defendants enterprise had some effect on, interstate or foreign commerce in that
26 the wire fraud engaged Defendants from New York, Florida and other states to defraud
27 Plaintiff to wire transmit money to Defendants.

28 94. As a result of Defendants racketeering activity, Plaintiff has been damaged in an

1 amount estimated to be over \$1,000,000.00, but according to proof at the time of trial.

2 95. Under 18 U.S.C. § 1964(c), Plaintiff is entitled to three times actual damages,
3 costs of suit and reasonable attorney's fees.

4 **THIRTEENTH CLAIM**

5 **(Racketeer Influenced and Corrupt Organization Act (RICO) – 18 U.S.C. § 1962(b)**
6 **– Acquiring or Maintaining an Interest in or Control of an Enterprise Against**
7 **Albano, Global, Jones and Beauvil)**

8 96. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 95 as
9 though fully set forth herein.

10 97. Plaintiff asserts a claim against Albano, Global, Jones and Beauvil (Defendants)
11 for violating the Racketeer Influenced and Corrupt Organizations Act, commonly known
12 as RICO. Plaintiff specifically claims that Defendants violated 18 U.S.C. § 1962(b) of
13 RICO.

14 98. Defendants derived income, either directly or indirectly, from a pattern of
15 racketeering activity.

16 99. "Racketeering activity" is an act that violates 18 U.S.C. § 1962(a). An act of
17 "racketeering activity" is also called a "predicate act."

18 100. Defendants committed at least two distinct predicate acts.

19 101. Defendants engaged in multiple acts of wire fraud through emails and through
20 phone conversations to solicit and receive monies from Plaintiff.

21 102. Defendants committed – or aided, abetted, counseled, commanded, induced,
22 or procured the commission of – multiple acts of wire fraud two or more alleged
23 predicate acts that make up the alleged pattern of racketeering activity which, if
24 Defendants directly performed to make up the commission of two or more alleged
25 predicate acts that comprise the alleged pattern of racketeering activity.

26 103. Defendant acted with intent or knowledge, rather than by mistake or accident.

27 104. Some part of that income, or proceeds of that income, was used to acquire or
28 maintain an interest in, or to operate, an enterprise.

1 105. Defendants were an association-in-fact enterprise in that Defendants had worked
2 together in the past to defraud others similarly place as Plaintiff and acted in conjunction
3 with each other for the purpose associated with the enterprise to commit wire fraud
4 against Plaintiff acquired or maintained, directly or indirectly, an interest in or control of
5 an enterprise.

6 106. Defendants enterprise had some effect on, interstate or foreign commerce in that
7 the wire fraud engaged Defendants from New York, Florida and other states to defraud
8 Plaintiff to wire transmit money to Defendants.

9 107. As a result of Defendants racketeering activity, Plaintiff has been damaged in an
10 amount estimated to be over \$1,000,000.00, but according to proof at the time of trial.

11 108. Under 18 U.S.C. § 1964(c), Plaintiff is entitled to three times actual damages,
12 costs of suit and reasonable attorney's fees.

13 **FOURTEENTH CLAIM**

14 **(Racketeer Influenced and Corrupt Organization Act (RICO) – 18 U.S.C. § 1962(c)**
15 **– Conduct the Affairs of the Enterprise Against Albano, Global, Jones and Beauvil)**

16 109. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 108 as
17 though fully set forth herein.

18 110. Plaintiff asserts a claim against Albano, Global, Jones and Beauvil (Defendants)
19 for violating the Racketeer Influenced and Corrupt Organizations Act, commonly known
20 as RICO. Plaintiff specifically claims that Defendants violated 18 U.S.C. § 1962(c) of
21 RICO.

22 111. Defendants were an association-in-fact enterprise in that Defendants had worked
23 together in the past to defraud others similarly place as Plaintiff and acted in conjunction
24 with each other for the purpose associated with the enterprise to commit wire fraud
25 against Plaintiff.

26 112. Defendants enterprise had some effect on, interstate or foreign commerce in that
27 the wire fraud engaged Defendants from New York, Florida and other states to defraud
28 Plaintiff to wire transmit money to Defendants.

1 113. Defendants were employed or associated with the enterprise to commit multiple
2 acts of wire fraud to induce Plaintiff to send money to Defendants.

3 114. Defendant acted with intent or knowledge, rather than by mistake or accident.

4 115. Defendants participated, either directly or indirectly, in the conduct of the affairs
5 of the enterprise. Defendants had a history or working with each other in the past and
6 present to engage in “racketeering activity” against similarly placed businesses such as
7 Plaintiff.

8 116. “Racketeering activity” is an act that violates 18 U.S.C. § 1962(a). An act of
9 “racketeering activity” is also called a “predicate act.”

10 117. Defendants committed at least two distinct predicate acts.

11 118. Defendants engaged in multiple acts of wire fraud through emails and through
12 phone conversations to solicit and receive monies from Plaintiff.

13 119. As a result of Defendants racketeering activity, Plaintiff has been damaged in an
14 amount estimated to be over \$1,000,000.00, but according to proof at the time of trial.

15 120. Under 18 U.S.C. § 1964(c), Plaintiff is entitled to three times actual damages,
16 costs of suit and reasonable attorney’s fees.

17 **FIFTEENTH CLAIM**

18 **(Racketeer Influenced and Corrupt Organization Act (RICO) – 18 U.S.C. § 1962(d)**
19 **– Conspiracy to Conduct the Affairs of the Enterprise Against Albano, Global,**
20 **Jones and Beauvil)**

21 121. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 120 as
22 though fully set forth herein.

23 122. Plaintiff asserts a claim against Albano, Global, Jones and Beauvil (Defendants)
24 for violating the Racketeer Influenced and Corrupt Organizations Act, commonly known
25 as RICO. Plaintiff specifically claims that Defendants violated 18 U.S.C. § 1962(d) of
26 RICO.

27 123. Defendants agreed to try to accomplish an unlawful plan to engage in a pattern of
28 racketeering activity for the purpose associated with the enterprise to commit wire fraud

1 against Plaintiff.

2 124. Defendants enterprise had some effect on, interstate or foreign commerce in that
3 the wire fraud engaged Defendants from New York, Florida and other states to defraud
4 Plaintiff to wire transmit money to Defendants.

5 125. Defendants agreed to the overall objective of the conspiracy of the enterprise to
6 commit multiple acts of wire fraud to induce Plaintiff to send money to Defendants.

7 126. Defendant acted with intent or knowledge, rather than by mistake or accident.

8 127. Defendants participated, either directly or indirectly, in the conduct of the affairs
9 of the enterprise. Defendants had a history or working with each other in the past and
10 present to engage in "racketeering activity" against similarly placed businesses such as
11 Plaintiff.

12 128. "Racketeering activity" is an act that violates 18 U.S.C. § 1962(a). An act of
13 "racketeering activity" is also called a "predicate act."

14 129. Defendants committed at least two distinct predicate acts.

15 130. Defendants engaged in multiple acts of wire fraud through emails and through
16 phone conversations to solicit and receive monies from Plaintiff.

17 131. As a result of Defendants racketeering activity, Plaintiff has been damaged in an
18 amount estimated to be over \$1,000,000.00, but according to proof at the time of trial.

19 132. Under 18 U.S.C. § 1964(c), Plaintiff is entitled to three times actual damages,
20 costs of suit and reasonable attorney's fees.

21 **SIXTEENTH CLAIM**

22 **(Violation of California Penal Code § 496(c) Against Albano, Global, Jones and**
23 **Beauvil)**

24 133. Plaintiff re-alleges and incorporates by reference Paragraphs 9 through 132 as
25 though fully set forth herein.

26 134. Section 496 provides a civil cause of action to "[a]ny person who has been injured"
27 by a defendant "who buys or receives any property . . . stolen or that has been obtained in
28 any manner constituting theft or extortion, knowing the property to be so stolen or

1 obtained, or who conceals, sells, withholds, or aids in concealing, selling, or withholding
2 any property from the owner, knowing the property to be so stolen or obtained." Cal.
3 Penal Code §§ 496(a), (c).

4 135. Defendants obtained money from Plaintiff based upon wire fraud, false pretenses
5 and intentionally false representations constituting larceny. Defendants intentionally
6 provided false leads and intentionally orchestrated an elaborate scheme to masquerade a
7 portion of the leads as valid when they were never valid.

8 136. When Plaintiff demanded the money back, Defendants at first gave excuses and
9 attempted to hustle Plaintiff with more false leads to disguise the true nature of the theft
10 and fraud.

11 137. Theft under the meaning of Pen. Code § 496 constitutes knowingly defrauding a
12 person of money by false representation.

13 138. Defendants received money from Plaintiff through false misrepresentation which
14 constitutes theft.

15 139. Defendants theft, Plaintiff has been damaged in an amount estimated to be over
16 \$1,000,000.00, but according to proof at the time of trial.

17 140. Under Pen. Code § 496 (c), Plaintiff is entitled to three times actual damages,
18 costs of suit and reasonable attorney's fees.

19 ///

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PRAYER

Plaintiff prays as follows:

1. Judgment against Defendants;
2. Compensatory damages according to proof, including loss of profits, loss of business;
3. Punitive Damages in an amount to set an example;
4. Treble damages under C
5. Treble damages under Pen. Code § 496(c);
6. Pre-judgment interest
7. Attorneys' fees and costs under 18 U.S.C. § 1964(c);
8. Attorneys' fees and costs under Pen. Code § 496(c);
9. Such further relief as the Court deems proper.

Dated: June 28, 2022



Michael N. Sofris, Esq.
Attorney for Plaintiff Clear View Enterprises, LLC

DEMAND FOR A TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demands a jury trial in this action.

Dated: June 28, 2022



Michael N. Sofris, Esq.
Attorney for Plaintiff Clear View Enterprises, LLC